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ADOPTED NEGOTIATIONS

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

BETWEEN

HARDYSTON TOWNSHIP EDUCATION ASSOCIATION

AND

HARDYSTON TOWNSHIP BOARD OF EDUCATION

69-70

PREAMBLE

This Agreement entered into this _____ day of _____ 19____ by and between the Board of Education of Hardyston Township, The Township of Hardyston, New Jersey, hereinafter called the "Board" and the Hardyston Township Education Association, hereinafter called the "Association".

W I T N E S S E T H :

WHEREAS: the Board and the Association recognize and declare that providing a quality education for the children of the Hardyston Township School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS: the members of the teaching profession are particularly qualified to advise, if requested, the formulation of policies and programs designed to improve educational standards, and

WHEREAS: the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS: the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A.

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation, concerning the terms and conditions of employment for certificated personnel by their choice, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Professional

Classroom teachers

Nurses

Guidance counsellors

Reading teachers

Home instruction teachers

Physical Education instructors

Outdoor Education teachers

Special Education teachers

But excluding: Supervising Principal

Non Professional

Office Secretaries

Custodians

B.

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and Association.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board may grant any reasonable request of the Association for inspection of public record data and information of the Hardyston Township School District.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. 1. Representatives of the Board and the Association's negotiating committee may meet at least once each month for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

Article II

Negotiation Procedure

2. Representatives of the negotiation committee of each party shall submit to the other prior to the meeting an agenda covering matters they wish to discuss.

3. All meetings between the parties shall take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

E. All terms and conditions of employment shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with terms of this Agreement.

C. Procedure

1. Grievances shall be processed as rapidly as possible. The number of days indicated at each level should be considered

as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

A teacher with a grievance shall first discuss it with the Administrator, either directly or through the Association's designated Representative, with the objective of resolving the matter informally within twenty school days.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Administrator

Grievance Procedure

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Administrator, he may within five school days after a decision by the Administrator or fifteen (15) school days after the grievance was delivered to the Administrator, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to the grievance committee of the Board. If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to the grievance committee of the Board within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after receipt of written notice of the grievance, the grievance committee of the Board shall meet with the PR&R Committee to attempt resolution of the grievance.

(c) Within ten (10) school days if no solution is rendered under the provisions of item "b", the PR&R Committee will meet with the entire Board.

(d) If no solution is reached under "c", an impasse may be declared and the Public Employment Relations Committee (hereinafter referred to as the PERC Committee) will be contacted.

Grievance Procedure

(e) The mediator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The mediator decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The mediator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The decision of the mediator shall be submitted to the Board Committee and the Association Committee.

(f) Whenever negotiations between a public employer and an exclusive representative concerning the terms and conditions of employment shall reach an impasse, the commission, through the Division of Public Employment Relations shall, upon the request of either party, take such steps as it may deem expedient to effect a voluntary resolution of the impasse. In the event of a failure to resolve the impasse by mediation the Division of Public Employment Relations is empowered to recommend or invoke fact-finding with recommendation for settlement, the cost of which shall be borne by the parties equally.

(g) The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room

Grievance Procedure

shall be borne equally by the Board and the Association.

Any other expense incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Administrator directly and the processing of such grievance shall be commenced at Level One. The PR&R Committee may process such a grievance through all levels of the grievance procedure.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Three shall be in accordance with the procedures set forth in this Article.

Grievance Procedure

3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofor referred to in this Article.

ARTICLE IV
TEACHER RIGHTS

Teacher rights are as stipulated and guaranteed by the New Jersey Statutes, Title 18A, "Education". A cross reference of statutes pertaining to teacher rights are:

<u>Statute Number</u>	<u>Title</u>
18A:6-1	Corporal Punishment of Pupils
18A:6-5	Inquiry as to religion and religious tests prohibited.
18A:6-6	No sex discrimination.
18A:6-8.1	Leave of certain employees to serve in legislature.
18A:6-8.2	Leave of certain employees to serve on Board of Chosen Freeholders.
18A:6-10	Dismissal and reduction in compensation of persons under tenure in public school system.
18A:6-12	Notice given to employee of inefficiency.
18A:6-13	Dismissal of charge for failure of determination by the Board.
18A:6-14	Suspension upon certification of charge; reinstatement.
18A:6-15	Service of written charges and certification.
18A:6-20	The right to testify; counsel; witnesses; compulsory process.
18A:6-27	Appeals
18A:6-30	Compensation for persons illegally dismissed or suspended.
18A:6-30.1	Teacher wrongfully dismissed; payment for services.
18A:6-32	Pension and tenure rights in American Red Cross Service saved.

Teacher Rights

<u>Statute Number</u>	<u>Title</u>
18A:6-33	Tenure, pension and other employment rights in military and naval service saved.
18A:25-1	Transfer of teaching staff members.
18A:25-2	Authority over pupils.
18A:25-3	Teaching, etc., on holidays not required.
18A:26-1	Citizenship of teachers, etc.
18A:26-1.1	Residence requirements prohibited.
18A:26-2	Certificates required.
18A:28-5	Tenure of teaching staff members.
18A:28-10	Reasons for dismissals of persons under tenure on account of reduction.
18A:28-12	Dismissal of persons having tenure on reduction; re employment.
18A:28-15	Effect of change of government of district on tenure.
18A:29-2	Equality of compensation for male and female teachers.
18A:29-3	Summer payment plan.
18A:29-4	Salary policy and schedule for teaching staff members; adoption etc.
18A:29-5	Minimum salaries; teachers.
18A:29-7	Salary schedule.
18A:29-8	Yearly increments.
18A:29-9	Agreement as to initial salaries.
18A:29-10	Salaries adjusted in accordance with schedule.
18A:29-11	Credit for military service.
18A:29-14	Withholding increments; causes; notice of appeals.

Teacher Rights

Statute NumberTitle

18A:30-2

Sick leave allowable.

18A:30-2.1

Payment of sick leave for service
connected disability.

18A:30-3

Accumulated sick leave.

18A:31-2

Attendance at conventions of New
Jersey Education Association.

18A:33-1

District to furnish suitable
facilities, adoption of courses
of study.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable request from time to time all such information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times in accordance with Board Policy provided that this shall not interfere with or interrupt normal school operations and providing this business encompass only the Association as defined in this Agreement.
- D. The Association and its representatives may have the privilege of using school buildings at all reasonable hours for meetings if available.
- E. The Association may have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times,

Association Rights and Privileges

when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies except as otherwise provided in this agreement.

F. The Association may have the privilege of using interschool mail facilities and school mail boxes as it deems necessary in regard to Association business providing it does not interfere with normal administration functioning.

G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organization.

ARTICLE VITEACHING HOURS AND TEACHING LOAD

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes.

2. The arrival and departure times for all teachers, shall be designated in Schedule C, however, their total in-school workday shall consist of not more than seven (7) hours and fifteen (15) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this Article.

3. Except as clarified in paragraph 4 below, no teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave thirty (30) minutes after the close of the pupils' school day, except as otherwise designated in Schedule C. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

4. Any teacher who is required to chaperone a dance or supervise over-night campouts shall be compensated at \$4.00 per hour.

B. 1. The daily teaching load in the self-contained classrooms and the departmentalized area shall not exceed six (6) hours of pupil contact.

Teaching Hours & Teaching Load

- C. 1. Teachers shall have a daily duty-free lunch period of at least the following lengths:
- a. Self-contained area - thirty (30) minutes
 - b. Departmentalized area - thirty (30) minutes
2. Upon notifying the office teachers may leave the building during their scheduled duty-free lunch periods.
- D. 1. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings four (4) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time.
2. An association representative may speak to the teachers at any meeting referred to in paragraph 1 above for at least fifteen (15) minutes on the request of the representative when the purpose is relevant to the topic under discussion.
- E. Exceptions to the provisions of Sections A,B,C,D above may be made only in cases of extreme emergency. The Association shall be notified in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level One thereof.
- F. Teacher participation in extra-curricular activities, if requested by the administration, shall be voluntary and shall be compensated according to the rate of pay and/or release time in Schedule D.

Teaching Hours & Teaching Load

- G. Teacher participation in field trips which extend unreasonably beyond the teacher's in-school workday and overnight or weekend trips shall be compensated at the rate defined in Section A, paragraph 4 of this Article. A Field Trip will be defined as any educational trip beyond the regularly scheduled class trip.
- H. Teachers shall not be required to participate in any evening activities other than those specified in Schedule E without compensation.

ARTICLE VII
CLASS SIZE

A. By the beginning of the 1969-70 school year any class based on the maximum per teacher limits shall be reduced when the number of pupils assigned to any room is larger than:

a. the capacity of teaching facilities, number of adequate teaching stations and number of adequate pupil stations available in the room.

b. the appropriateness of the room to content of the course, the methods of instruction to be employed, and the prior preparation of teachers therefor,

c. the availability of equipment for adequate teacher demonstration and student use,

d. any other conditions which affect the health, safety and supervision of the pupils.

B. Exceptions to the provisions of Section A above may be made only if it is necessary to do so in the best interests of the educational process and the Association shall be notified in each such instance. A disagreement over whether an exception is justified shall be subject to the Grievance Procedure and shall be initiated at Level One Thereof.

ARTICLE VIII
SUBSTITUTES

- A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.
- B. Beginning with the 1969-70 school year, the Board agrees at all times to maintain an adequate list of substitute teachers. Teachers may call a telephone answering service at a reasonable hour no later than 7:00 A.M. of that day to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

ARTICLE IX
NON-TEACHING DUTIES

A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible, be utilized to this end. Therefore, they agree as follows:

1. Teachers shall not be required to perform the following duties:

a. Nonprofessional assignments, including but not limited to a milk distribution and supervision of cafeterias.

b. Collecting money from students except for the annual pictures and insurance projects.

c. Duplicating instructional and other material, keeping registers and other clerical and/or custodial functions.

2. Activities which have no educational objective shall be barred from the classroom.

3. a. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his administrator. He shall be compensated at the rate of ten cents (10¢) per mile for the use of his own automobile.

b. By the beginning of the 1969-70 school year, the Board shall arrange for and maintain appropriate in-

Non-Teaching Duties

insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties.

ARTICLE X

TEACHER EMPLOYMENT

A. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1969-70 school year in accordance with paragraph 2 below.

2. Credit up to and including the fifth (5) step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed three (3) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment. As of the beginning of the 1969-70 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.

B. Teachers with previous teaching experience in the Hardyston Township School District shall upon returning to the system receive full credit on the salary schedule for military experience or alternative civilian service required by the Selective Service System, VISTA or National Teacher Training Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Section A above. Such teachers who have not been engaged in other teaching or the

Teacher Employment

other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that at which they left.

- C. Previously accumulated unused sick leave days will be restored to all teachers returning from required military service.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1.

ARTICLE XI

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. 1. Teachers may have the option of being paid in twenty equal semi-monthly payments during the ten (10) month working year. Final check to be issued not later than the last working day.
2. Teachers may have the option of having 10% of their monthly salary deducted and held in escrow until the end of the school year at which time this deduction will be return to them not later than June 30th.
3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

ARTICLE XII

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their class and/or subject assignments, and room assignments for the forthcoming year not later than August 20.
2. In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after August 20, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the administrator and the teacher affected and at his option a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.
- C. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of ten (10¢) cents per mile.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. No later than March 15 of each school year, the administrator shall make available to the Association a list of the known vacancies within the system which shall occur during the following school year.
2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the administrator not later than April 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.
- B. In the determination of requests for voluntary re-assignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be considered under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained. If more than one equally qualified teacher has applied for the same position, the determination as to which teacher shall receive it shall be made by a joint committee consisting of two (2) persons appointed by the Board and two (2) persons appointed by the Association.

ARTICLE XIV
INVOLUNTARY TRANSFERS AND
REASSIGNMENTS

- A. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the administrator at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment, the teacher may initiate a grievance at level two.
- B. A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions in order of preference, to which they desire to be transferred. Teachers being involuntarily transferred or reassigned from their present position shall have preference if equally qualified over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position. Nothing contained herein will detract from the expressed powers of the Board of Education to make teacher assignments and will be in conformance with Section A.

ARTICLE XV

PROMOTIONS

- A. Existing teaching staff shall be given preference for any promotional positions. Such positions will be adequately publicized by the Board.
- B. All qualified teachers shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors.

ARTICLE XVI
TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.
2. Teachers shall be evaluated by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. 1. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Administrator and the Board and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel

file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the administrator and attached to the file copy.

2. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file.

C. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meeting or conferences regarding such complaint.

D. Prior to any evaluation report on any teacher, the administrator shall have had appropriate communication with said teacher regarding his performance as a teacher.

Teacher Evaluation

- E. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

ARTICLE XVII
TEACHER FACILITIES

A. By the beginning of the 1969-70 school year, each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies;
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
3. In addition to the aforementioned teacher work area, an appropriately furnished room shall be reserved for the use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
4. A serviceable desk and chair for the exclusive use of each teacher;
5. A communication system so that teachers can communicate with the main building office from their classrooms;
6. Well lighted and clean teacher rest rooms, separate for each sex and separate from the student's rest rooms;
7. A separate, private dining area for the use of the teachers - that is a teacher's lounge.
8. Free and adequate off-street parking facilities, properly maintained.

Teacher Facilities

9. Suitable closet space for each teacher to store coats, overshoes and personal articles;

10. Copies, exclusively for each teacher's use of all texts used in each of the courses he is to teach;

11. Adequate chalkboard space in every classroom;

12. A suitable dictionary in every classroom;

13. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility, - adequate meaning sufficient for pupil and teacher population.

B. By the beginning of the 1969-70 school year teachers may request the Board to provide gym uniforms for physical education instructors, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial arts teachers.

ARTICLE XVIII

TEACHER-ADMINISTRATION LIAISON

- A. The Association's representatives may meet with the Administration at least once a month during the school year to review and discuss current school problems and practices.
- B. All school publicity will be controlled through the approval of the Board. Teachers are not to issue or release publicity of any kind unless they have the approval of the Board.

ARTICLE XIX

SICK LEAVE

- A. As of September 1, 1969 all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

ARTICLE XX

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Up to seven (7) days leave of absence may be granted for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies), and the applicant for such leave shall be required to state the reason for taking such leave. Board policy shall prevail.

2. Up to two (2) days per school year for observance of religious holidays, where said observance prevents the teacher from working said days in accordance with direction from the State Department of Education.

3. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system or in any legal proceeding if the teacher is required by law to attend.

4. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher

Temporary Leaves of Absence

shall be paid his regular pay in addition to any pay which he receives from the State or Federal government.

5. Other leaves of absence with pay may be granted by the Board for good reason.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XXI
EXTENDED LEAVES OF ABSENCE

- A. At the Board's discretion one (1) teacher designated by the Association may, upon request be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. (1) Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for the period of said induction.
- (2) Leave may be granted to the teacher whose spouse is so inducted to join him for the period of special training in preparation for duty overseas in combat zones.
- C. (1) A tenure teacher shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective four (4) months prior to the anticipated date of birth of the child and shall terminate twenty-four (24) months after the birth of the child, except in cases of stillbirth, in which case the teacher may elect to return to her position at an earlier date. Upon the recommendation of the superintendent and the approval of the Board a teacher may leave at a later date or return at an earlier date than provided herewith. Reinstatement shall be predicated on the availability of a position for which she is certificated and qualified.

Extended Leaves of Absence

2. Any female teacher on tenure adopting an infant child may receive similar leave which shall commence upon her receiving actual custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No tenure teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Hardyston Township School District in the area of her certification or competence.

D. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

E. Other leaves of absence without pay may be granted by the Board for good reason.

F. (1) Upon return from leave granted pursuant to Sections A & B of this article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section C, D or E of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

(2) All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accu-

Extended Leaves of Absence

mulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position if available.

- G. All extensions or renewals of leaves shall be applied for in writing thirty days in advance if possible and granted or denied in writing.

ARTICLE XXII
SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

1. If there are sufficient qualified applicants sabbatical leaves shall be granted to a minimum of five (5) percent of teachers at any one time.

2. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed on by the Association and the superintendent, no later than January 1, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher has completed at least seven (7) full school years of service in the Hardyston Township School District.

4. A teacher on sabbatical leave (either for one-half ($\frac{1}{2}$) of a school year or for a full school year) may be paid by the Board at Fifty (50%) percent of the salary rate which he would have received if he had remained on active duty. This teacher upon his return guarantees in writing that he will serve in the school system for two consecutive years.

Sabbatical Leaves

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

ARTICLE XXIII
PROTECTION OF TEACHERS
STUDENTS AND PROPERTY

A. No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

(1) To quell a disturbance, threatening physical injury to others;

(2) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;

(3) For the purpose of self defense; and

(4) For the protection of persons or property;

And such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intentment of this section. Every resolution, by law, rule or ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void

(Reference N.J.S.A. 18:A-16.1)

B. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

Protection of Teachers
Students and Property

- C. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.
2. When absence arises out of or from such assault or injury resulting from this assault, the teacher shall not forfeit sick leave.
- D. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their administrator who shall comply with any reasonable request from the teacher for information in the possession of the administrator relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.
- E. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceedings. If the Board does not provide such counsel and the teacher prevails in the proceedings, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense if not otherwise compensated through the courts.
- F. A school nurse shall be available to the school system for the entire school day in accordance with N.J.S.A. 18A:40-1.

ARTICLE XXIV

MAINTENANCE OF CLASSROOM CONTROL & DISCIPLINE

- A. An appropriate student disciplinary program shall be developed and applied by the Administration and the Board.

ARTICLE XXV

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly or indirectly prevent the teacher from performing properly his assigned functions during the workday.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Hardyston Township School District and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:
1. Teachers may have full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material, provided only that said material is relevant to the course content. An opportunity for varying views should be provided.
 2. In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content,

Personal and Academic Freedom

provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the School, Administration or the Board.

ARTICLE XXVI
BOOKS AND OTHER INSTRUCTIONAL
MATERIALS AND SUPPLIES

- A. A procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this Agreement.

ARTICLE XXVII

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from teachers' salaries money for NJEA, NEA, Blue Cross, Washington National and a 10% of the gross salary savings plan as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the proper associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling, recognizing that a standard contract form is utilized.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- D. Copies of this Agreement shall be printed at the mutual expense of the Association and the Board as soon as possible after the Agreement is signed and presented to all

Miscellaneous Provisions

teachers now employed, hereafter employed, or considered for employment by the Board.

- E. Any Board of Education member may have the privilege of visiting classrooms.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing to the President of the Board or to the President of the Association.

ARTICLE XXIX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 1969 and shall continue in effect until June 30, 1970 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its President attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

ASSOCIATION

Jack R. Chase
President

Judy S. Malinchak
Secretary

BOARD OF EDUCATION

John E. Hagen
President

Diane G. Kent
Secretary

ARTICLE XXX

Non-Professional Employer Provisions

- A. This article refers to those employees listed in Article I Section A but excluded from Section B of Article I which may not be termed "teachers."
- B. The following Articles of this Agreement are accepted in total for the Non-Professional employees in the negotiating unit with the understanding that "teachers" also refers to the Non-Professional Employee.
1. Article III Grievance Procedure
 2. Article IV Teachers Rights
 3. Article IXI Sick Leave
 4. Article XX Temporary Leaves of Absence
 5. Article XXVII Deduction from Salary
 6. Article XXVIII Miscellaneous Provisions
 7. Article XXIX Duration of Agreement
- C. Working hours and conditions It is understood that working hours and conditions are established by the Board of Education but are subject to the grievance procedure set forth in this Agreement.
- D. Miscellaneous Provisions
1. Secretary appointed to be the answering service shall be reimbursed by the Board for toll calls or other personal expenditures incurred in the performance of their responsibilities.
 2. Other Non-Professional employees who incur personal expenditures in fulfilling their responsibilities shall be reimbursed by the Board/

SCHEDULE A
SALARY SCHEDULES

<u>Years</u>	<u>NURSE</u>	<u>NON DEGREE</u>	<u>DEGREE</u>	<u>BA + 30</u>	<u>MASTER</u>
1	5300	6300	6700	7000	7500
2	5600	6600	7000	7300	7800
3	5900	6900	7300	7600	8100
4	6200	7200	7600	7900	8400
5	6500	7500	7900	8200	8700
6	6800	7800	8200	8500	9000
7	7100	8100	8500	8800	9300
8	7400	8400	8800	9100	9600
9	7700	8700	9100	9400	9900
10	8000	9000	9400	9700	10200
11	8300	9300	9700	10000	10500
12	8600	9600	10000	10300	10800

Increments of \$300 for 11 steps.

Single plan under Blue-Cross Blue-Shield.

Partial payment (75% of total cost up to \$200.) of Educational courses taken in their field of study during the current school year.

Up to five years previous experience granted.

A teacher's salary will be increased by \$500. (after fifteen years service) beyond that provided by the salary guide, in the last year of teaching prior to retirement, upon notification to the Board of decision to retire and evidence thereof of filing application for retirement benefits.

SCHEDULE B
LENGTH OF SCHOOL DAY & YEAR

- A. Teachers arrive 8:15 A.M.
- B. Teachers depart 3:30 P.M. Monday - Thursday
- C. Teachers depart 3:00 P.M. Friday
- D. Teachers day shall end at the close of Pupil's day on days preceeding holidays.
- E. The in-school work year of teachers employed on a ten (10) month basis shall not exceed one hundred ninety (190) days. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

SCHEDULE C

FRINGE BENEFITS

Listed under Schedule A - Salary schedule

SCHEDULE D-1

EXTRA CURRICULAR COMPENSATION

Athletics (See D-2)

Audio Direction	\$ 25.00
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Cheerleader Supervision	50.00
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Library Supervision	50.00
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Safety Patrol	50.00
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Visual Direction	50.00
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Duplicating	60.00
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